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which expressly or by implication invites its passengers to use a stile over a wire fence in leaving its grounds is held, in *Cotant v. Boone Suburban R. Co.* (Iowa), 69 L. R. A. 982, to be bound to use at least ordinary care in seeing that it is fit for the purpose intended, although the stile was not erected by it, and the defective part is not on its property, but on property where it has no right to go to make inspection or repairs.

Conflict of Laws—Married Woman Becoming Surety for a Note Payable in a State Where Such Contract Was Invalid, though Valid at Her Domicile.—That a note for the payment of which a married woman becomes surety is made payable in a state where such contract is invalid, is held, in *Garrigue v. Keller* (Ind.), 69 L. R. A. 870, not to defeat her liability, although the suit is brought in that state, if the contract was valid at her domicile where it was executed.

Corporations—Contract for Repurchase of Its Own Stock Valid.—The power of a corporation to make valid contracts for the repurchase of its own stock in the absence of charter restrictions is sustained in *Wisconsin Lumber Co. v. Greene & W. Teleph. Co.* (Iowa), 69 L. R. A. 968.

Nuisance—Noises from a Chicken Yard Making Neighboring Property Uncomfortable as a Residence for Invalids.—The characteristic noises and odors issuing from a chicken house and yard, which are maintained in a cleanly manner and cared for so as not injuriously to affect the health of any normal person in the neighborhood, are held, in *Wade v. Miller* (Mass.), 69 L. R. A. 820, not to be a nuisance, although they may make neighboring property uncomfortable as a residence for invalids.

Real Estate—Contract to Purchase—Encumbrances—Right of Municipality to Open Street over This Property.—The right to enforce payment of the money under a contract to purchase real estate which stipulates that the property shall be clear of all encumbrances is denied in *Taylor v. Evans* (Pa.), 69 L. R. A. 790, where the title has not been accepted, and there is an existing right on the part of the municipality to open a platted street over the property, which will destroy the buildings without making compensation for them.

Divorce a Vinculo—Effect of on a Legacy in the Will of a Husband in Favor of a Wife.—The granting of an absolute divorce is held in *Re Jones* (Pa.), 69 L. R. A. 940, not to revoke, by implication,

a legacy in the will of the husband in favor of the wife. The other cases on effect of divorce to revoke gift by will are collated in a note to this case.

Constitutional Law—Privileges and Immunities of Citizens—Right to Act as Executor.—Held, that a legislative enactment that “no non-resident shall be appointed or act as executor” is not a violation of U. S. Const., Art. 4, Sec. 2, which provides that “the citizens of each state shall be entitled to all privileges and immunities of citizens in the several states.” *In re Mulford* (Ill.), 75 N. E. Rep. 345.

The supreme court of the United States has consistently refused to define these “privileges and immunities” or to describe them in general classifications. See *McCready v. Virginia*, 94 U. S. 391, 395. Yet Mr. Justice Washington’s opinion that the constitutional provision extends only to “those privileges and immunities which are, in their nature, fundamental; which belong, of right, to the citizens of all free governments,” seems not to have been disapproved. See *Corfield v. Coryell*, 4 Wash. (U. S. C. C.) 371, 380. Thus, rights of a civil rather than of a political character are here protected. Accordingly there would not be included the right to hold public office or even to occupy positions of a public nature. See *Austin v. The State*, 10 Mo. 591, 592; 1 Mich. L. Rev. 292-298. As the court in the principal case clearly points out, an executor is a public, or, at least, quasi public officer. See *Wharton, Conflict of Laws*, 3d Ed., Sec. 605. He receives his powers only by the active consent of the courts, is generally allowed a statutory compensation, and is at all times subject to the control and directions of the courts. See *Crosswell, Exrs. & Admrs.*, Secs. 5, 177, 181. A statute prohibiting the appointment of a nonresident trustee has been held unconstitutional. *Roby v. Smith*, 131 Ind. 342. But trustees deriving their powers wholly from the creators of the trust have in no sense an official character. See *Woerner, Am. Law of Adm.*, 2d Ed., Sec. 10.—19 Harvard Law Review, p. 299.